

Union Pacific Corporation



3-123A006

Jack E. Jerrett
Senior Corporate Attorney

April 29, 1993

FEDERAL EXPRESS

RECORDATION NO. 9130-18 FILED 1425

MAY 3 1994 11:45 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., NW
Washington, DC 20423

NOTED
MAY 3 11 39 AM '93
COMM. UNIT

**Re: Missouri Pacific Railroad Equipment
Trust Certificates Series No. 6**

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of April 20, 1993 by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 9130.

I have enclosed a fee of \$16.00. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures
cc: Robert E. Bartos

Interstate Commerce Commission

Washington, D.C. 20423

5/3/93

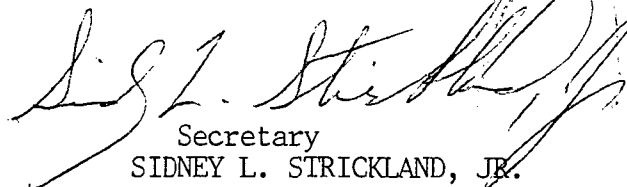
OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower Eighth & Eaton Avenue
Bethlehem, PA. 18018

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/3/93** at **11:45am**, and assigned recordation number(s). **9130=D, 9180-F & 9278-F**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

274-12

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 9134 FILED 1425

AY 3 1994 11 4 2 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of January 15, 1978, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on December 20, 1977 and assigned Recordation No. 9130; a Supplemental Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 9130-A; a Supplemental Agreement, dated as of March 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 21, 1989 and assigned Recordation No. 9130-B; and a Supplemental Agreement, dated as of January 31, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 5, 1992 and assigned Recordation No. 9130-C (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$9,450,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 6; and

WHEREAS, on January 15, 1993 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

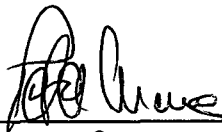
WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

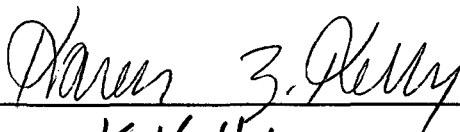
IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 20th day of April, 1993.

CHEMICAL BANK,

As Trustee

By: 
P. Morse

Attest:


K. Kelly

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 20th day of April, 1993, before me personally appeared P. Morse, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Emily Fay
Notary Public

EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

Schedule A

**MISSOURI PACIFIC EQUIPMENT TRUST SERIES NO 6
AGREEMENT DATED JANUARY 15, 1978
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1992**

10 2500 HP LOCOMOTIVES

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UP100--UP109, Inclusive

235 100 TON OPEN HOPPER CARS

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MP589460--MP589488, Inclusive
MP589490--MP589491, Inclusive
MP589493--MP589501, Inclusive
MP589503--MP589506, Inclusive
MP589508--MP589513, Inclusive
MP589515--MP589518, Inclusive
MP589520--MP589561, Inclusive
MP589563--MP589591, Inclusive
MP589593--MP589601, Inclusive
MP589603--MP589618, Inclusive
MP589620--MP589624, Inclusive
MP589626--MP589645, Inclusive
MP589647--MP589649, Inclusive
MP589651--MP589677, Inclusive
MP589679--MP589701, Inclusive
MP589703--MP589709, Inclusive

1 100 TON FLAT CAR

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MP865025

1 100 TON AIRSLIDE HOPPER CAR

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MP721993

2 BI-LEVEL AUTO RACKS

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MP7907--MP7908, Inclusive

100 TON 60 FT COVERED HOPPER CARS

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UP240012--UP240013, Inclusive
UP240022
UP240026